Castle Park School (the "School")
Terms & Conditions

A Introduction

1 Purpose & Scope: These Terms and Conditions govern the relationship between the School and Parents / guardians / persons with Parental responsibility. In these Terms and Conditions, where the term "Parent or Parents" is used, it is to be interpreted as including reference to guardian(s) or person(s) with Parental responsibility, where relevant. By enrolling a Pupil at the School, Parents agree to abide by these Terms and Conditions.

Parents are requested to read this document carefully. If you have any questions or require clarification, please contact the School's administration team before signing the acceptance form.

The conditions concerning Fees and the period of notice required to be given to the School in the event that a parent wishes to withdraw a pupil are of particular importance and are set out in **Sections G & H** below.

B Admission & Entry to the School

2 Offer of a Place & Deposit: A deposit (the "**Acceptance Deposit**") (as shown in the Fee Schedule for the relevant year) will be payable when Parents accept the offer of a place at the School. The deposit will be retained by the School for the duration of the Pupil's enrolment. The School will refund the Fee as soon as possible after the Pupil's departure at the end of 6th Class, or if the Pupil departs early, provided a Term's Notice to the Principal is provided (See section G). Refund of the Acceptance Deposit is conditional upon it having been established to the School's satisfaction that all outstanding Fees and liabilities due to the School have been discharged.

Acceptance of an offer of a place means that the Parent(s) accept all policies established by the School and agree to these Terms and Conditions.

In the event of a conflict between these Terms and Conditions and any other documents published by the School, these Terms and Conditions have priority.

C Pastoral Care

3 Disclosures: Parents must, as soon as possible, disclose to the School, in confidence, any known medical condition, health problem or allergy affecting the Pupil; any history of a learning difficulty on the part of the Pupil or any member of the Pupil's immediate family; any family circumstances or court order which might affect the Pupil's welfare or happiness; or any concerns about the Pupil's safety.

4 Confidentiality: The Parent(s) authorise the Principal to override their own and (so far as they are entitled to do so) a Pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote a Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, teachers and other School employees may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's email communications and internet use.

5 Absence of Parents: If Parents will be absent from the Pupil's home overnight, or for a twenty-four-hour period or longer, the School should be informed in writing of the name, address and telephone number for twenty-four-hour contact with the adult who will have the care of the Pupil.

6 Contact Details: Parents shall provide up-to-date contact details for a close relative or friend who may be contacted in an emergency if Parents are not contactable.

7 Photographs: It is the custom and practice of most independent schools, and of this School, to include some photographs or images of Pupils in the School's promotional material, such as the prospectus and the School's website. The School will not disclose a child's name or home address without the Parents' consent. Parents who wish to exclude their child's photograph or image from the School's promotional materials should indicate this preference in the policy consent section on the Veracross Parent Portal.

8 Transport: Parents' consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

9 Pupil's Personal Property: Pupils are not permitted to bring mobile phones, computers or smart devices to School. Pupils who walk home from School may bring a mobile device, provided it is turned off and handed to the Class Teacher at the beginning of the School day.

Pupils are discouraged from bringing any personal property to School, including money, and are responsible for the security and safe use of all watches, calculators, musical instruments, sports equipment, and any property lent to them by the School. The School does not accept responsibility for loss of or damage to any Pupils' property.

10 Insurance: Parents are responsible for the insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from school premises. A Personal Accident Insurance policy is included in the annual Fee remittance advice issued at the commencement of the academic year. Further information may be obtained on application to the School's Accounts Office.

D Health and Medical Matters

11 Medical Declaration: Parents must notify the School of any existing medical condition, health problem, or allergy affecting the Pupil at the time of enrolment, and must also inform the School in writing if the Pupil develops any new

medical condition, health problem or allergy; is unable to take part in games or sporting activities; or has been in contact with infectious diseases. In the case of chronic medical conditions, Parents will be required to complete a Health Plan. Parents acknowledge that the School will rely on this information, which must therefore be accurate and kept up to date.

E Educational Matters

12 Organisation: The School reserves the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Principal, is most appropriate for the School community as a whole. Parents who have concerns about their child's education or progress should make an appointment to meet their child's Class Teacher or contact the Deputy Principal or Principal via the School Office.

The School's policy on class organisation may change from year to year and from time to time. The School reserves the right to assign Pupils to classes in accordance with the expertise and professional judgement of the Principal and relevant members of staff. Parents are expected to respect the decisions made by the educators on a day-to-day basis and to recognise their professional expertise and judgement.

13 Progress Reports: The School monitors the progress of each Pupil and reports regularly to Parents.

14 Personal Skills and Health Education: All Pupils will take part in age-appropriate SEAL (Social and Emotional Aspects of Learning) lessons in accordance with the curriculum and the School's Christian ethos.

15 Inclusion: In accordance with the School's Additional Learning Policy, the School will do all that is reasonable in the case of each Pupil to detect and address appropriately any learning difficulty which amounts to a "special educational need". However, Parents may be requested to seek an external professional assessment to obtain additional information on a Pupil's learning difficulty, where this is deemed necessary. Any such assessment would be undertaken at the Parent's expense.

16 Screening for Learning Difficulties: The screening tests available to schools are indicative only; they are not infallible. Where the School deems it appropriate that a pupil undertake a screening test, the Parent will be notified, and any screening test results will be shared with the Parent.

17 Information about Learning Difficulties: Parents must inform the Principal in writing if they are aware of, or suspect, that a Pupil (or any member of his or her immediate family) has a learning difficulty or additional learning needs. Parents must provide the School with copies of all relevant information. If, following discussion with the Parents, the School determines that it cannot provide adequately for a Pupil's additional needs, Parents may be asked to withdraw the Pupil from the School (without being charged Fees in lieu of notice). Parents agree to withdraw the Pupil in the event of such a request.

18 School Trips: A variety of school trips will be provided for your child during their time at the School. Fees include a charge to cover the cost of school trips and outings. Parents' prior consent for the trips will be sought via the Veracross Parent Portal. The Pupil is subject to school discipline in all respects while participating in a school trip.

F Behaviour and Discipline

19 School Regime: The Parents accept that the School will be run in accordance with the authority delegated to the Principal by the Board of Directors. The Principal is entitled to exercise wide discretion in relation to the School's policies, regulations and regime and will exercise such discretion in a reasonable manner and with procedural fairness.

20 Conduct and Attendance: The School attaches importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the School, will attend each school day, will be punctual, will work hard, will be well-behaved and will comply with the School Regulations regarding the wearing of uniform.

21 School Regulations: Applicable School Regulations are set out in the Pupil and Parent Handbook and other documents published by the School from time to time. Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.

22 School Discipline: The Parents hereby confirm that they accept the authority of the Principal, and of other members of staff on the Principal's behalf, to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the School community as a whole. The School's disciplinary policy applies to all Pupils when they are on school premises, in the care of the School, wearing school uniform, or otherwise representing or associated with the School.

23 Sanctions: The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable changes from time to time, but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but non-degrading tasks on behalf of the School, detention for a reasonable period, withdrawal of privileges, fixed-term exclusion, or removal or permanent exclusion from the School.

24 Removal from School: Parents may be required, during or at the end of a term, to remove a Pupil, either temporarily or permanently, from the School if, after consultation with a Pupil and/or Parents, the Principal is of the opinion that, by reason of the Pupil's conduct or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a Parent has treated the School or members of its staff unreasonably, or if the Principal believes that there has been a breakdown in the required working relationship between the School and the Parents. In such circumstances, Parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Principal shall act with procedural fairness in all such cases and shall have regard to the interests of the Pupil and Parents, as well as those of the School.

25 Without prejudice to the foregoing, the School may require Parents to remove a Pupil permanently from the School, without reason, thereby terminating this agreement, provided not less than a Term's Notice is given to the Parents by the School.

26 Fees and Enrolment: Parents acknowledge that Castle Park is a Fee-paying school and that it depends on the payment of Fees for its continued operation. Accordingly, the ongoing payment of Fees, in a timely fashion, is a condition of the Pupils' continued enrolment. The School may withdraw a

Pupil's place for non-payment of Fees, without prejudice to the School's entitlement to pursue any outstanding Fees as an ordinary contractual debt.

G Provisions re Notice

27 Notice: It is expected that all Pupils enrolled at the School will complete each class and progress through to graduation at the end of sixth class. If Parents wish to cancel a place which they have accepted, or to withdraw a Pupil attending the School prior to the end of sixth class, a Term's Notice in writing must be given to the Principal.

28 Definition of a Term's Notice: a "Term's Notice" to be given by Parents means notice given before the first day of a term and expiring at the end of that term. The School has three terms as follows: (i) Autumn Term: September to December (Christmas) (ii) Spring Term: January to March (Easter) (iii) Summer Term: April to June (End of Year). To constitute a "Term's Notice", written notice must be given prior to the first day of the relevant term. Notice given on or after the first day of a term will only take effect on the first day of the following term.

By way of example, if a pupil is being withdrawn from the Autumn term (i.e. the Pupil leaves the School at the end of the school year in June), written notice must be given during the Spring Term (January–March) prior to the first day of the immediately preceding Summer Term. In this example, the applicable "Term's Notice" period is the period of the Summer Term.

29 Withdrawal by Parents: If a Pupil is withdrawn on less than a Term's Notice, Fees in lieu of notice will be immediately due and payable, and the school is entitled to pursue Fees in lieu of notice as an ordinary contractual debt. This requirement is necessary to promote stability and enable the School to plan staffing and other resources effectively.

30 Provisional Notice: Provisional notice is valid only for the term in which it is given and only when it is provided in writing and accepted in writing by the Principal personally.

31 Fees in Lieu of Notice: "Fees in lieu of notice" means Fees in full for the term's notice, calculated at the rate that would have applied had the Pupil attended the School for that term.

32 Cancelling Acceptance: The cancellation of a place which has been accepted can cause financial loss to the School. If Parents cancel their acceptance of a place less than a term before the entry date or the Pupil does not join the School after a place has been accepted and not cancelled, a term's Fees will be payable to the School and the Acceptance Deposit will be credited to the account in part-satisfaction of that liability.

33 Prior Consultation: It is expected that a Parent will consult personally with the Principal or with the Principal's authorised deputy before giving notice of withdrawal.

34 Discontinuing Individual Music Tuition: A Term's Notice is required in writing to the Director of Music to discontinue Individual Music Tuition. Failing such notice, a term's music tuition Fee will become immediately payable in lieu as a debt.

H Fees

35 Meaning: The term "Fee" and "Fees", where used in these Terms and Conditions include, where applicable, all of the following charges: Application Fee; Acceptance Deposit; Tuition Fees; Fees for Extra Tuition; Fees for Music Tuition; Fees for Day Care; Fees for Hobbies; the costs of other extras including clothing, equipment, photographs, and other items ordered by the Parent or the Pupil; charges arising in respect of school trips; charges arising from damage to school property or the property of any other person where a Pupil, whether acting alone or together with others, has caused wilful loss or damage (fair wear and tear excluded); and any late payment charges, where incurred.

36 Payment: The Parents undertake to pay all Fees applicable in each school year. All Fees are to be paid by bank transfer. Fees are due and payable on the first day of the school term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid.

37 Late Payment: An administrative charge of €100 per month shall be applied to any Fees that remain unpaid. Any payment received after the first day of term shall not be deemed received until it has cleared. The School reserves the right to withhold services where Fees are in arrears. Additionally, Extras, including music lessons, day care, and paid hobbies, may be suspended if Fees are overdue by half a term or more.

38 Refund/Waiver: Fees will not be refunded or waived for absence due to sickness or any other reason, except in exceptional circumstances and at the sole discretion of the Board of Directors in cases of genuine hardship. Separate rules apply when a Pupil is permanently excluded or removed (i.e., asked to leave).

39 Fixed Termly Fee: School Fees are a fixed amount, payable on or before the first day of term for the whole term. In the event that a Pupil is withdrawn early in a term by a Parent for whatever reason, the rules of quantum meruit or payment of a pro rata sum do not apply, and no refund will be made. This is necessary to enable the School to properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents.

40 Part Payment: Any sum tendered that is less than the sum due and owing may be accepted by the School as a payment on account only. Late payment charges will be applied to any unpaid balance of Fees.

41 Appropriation: Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents, at the complete discretion of the School.

42 Payment of Fees by a Third Party: An agreement with a third party (such as a grandparent or an employer) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults, and does not affect the operation of any other provision of these Terms and Conditions unless an express release has been given in writing, signed by the Financial Controller. The School reserves the right to refuse a payment from a third party.

43 Exclusion for Non-Payment: The School reserves the right, on three days' written notice, to exclude a Pupil while Fees remain unpaid. Exclusion on these grounds is not a disciplinary matter, but the Chairperson of the Board of

Directors has discretion to authorise a review of the documentary evidence, with or without a formal meeting with the relevant Parents. A Pupil who has been excluded at any time when Fees are unpaid will be deemed withdrawn without notice, twenty-eight days after exclusion. Term Fees in lieu of notice will be payable in accordance with the provisions regarding notice in **Section G** above.

44 Legal Fees: Where the School deems it necessary to instigate legal proceedings to recover school Fees (or other monies) owed to the School by the Parent, and judgment is awarded in favour of the School, the Parent shall comply with any order for costs that requires the Parent to pay the School's legal Fees.

45 Instalment Arrangements: Save for payment made under the School's Direct Debit Scheme, an agreement by the School to accept payment of current and/or past Fees by instalments is concessionary and will cease automatically in the event of any default of thirty days or more. On ceasing, the full amount of Fees then due shall be payable forthwith as a debt, and charges will accrue at the rate applicable for Late Payment.

46 Fee Increases: Fees are reviewed annually and are subject to increase from time to time. Notice of any Fee increase is given prior to the end of the Spring Term, in advance of the increase taking effect in September of that year.

I General Contractual Matters

47 Management: It is the School's intention that the Terms and Conditions will always be applied to achieve a balance of fairness between the rights and needs of Parents and Pupils, and those of the School community as a whole. The School aims to ensure that its culture, ethos, resources, services and facilities are properly managed and can continue to develop. The School also seeks to promote good order and discipline throughout the School community and to ensure compliance with the law.

48 Change: This School, as any other, is likely to undergo a number of changes during the time your child attends. For example, there may be changes in staff, premises, facilities and their use, the curriculum, the size and composition of classes, the School Rules and Regulations, the disciplinary framework, and the length of school terms.

49 Consultation: It is not practicable to consult with Parents and Pupils over every change that may take place. Whenever practicable, however, Parents will be consulted and given at least a Term's Notice of a change of policy or a change in any physical aspect of the School that would have a significant effect on their child's education or pastoral care. For example, notice would be given of a proposal to remove a subject from the curriculum.

50 Representations: The School's prospectus, website and promotional material describe the broad principles on which the School is presently run and give an indication of our history and ethos. Although believed to be correct at the time of publication, the prospectus, website, and promotional material are not part of any agreement between the Parents and the School.

51 Third Party Rights: Only the School and the Parents are parties to this agreement. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil, and vice versa, as to any matters of behaviour, discipline, and Fees. All requests and authorities made by the Parents are treated as made on behalf of the Pupil, and vice versa.

52 Interpretation: These Terms and Conditions supersede those previously in force and will be construed as a whole, and headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

53 Jurisdiction: This agreement is governed exclusively by Irish law. The Irish Courts have jurisdiction in respect of any disputes.

54 In the event of a Parent having a **grievance** in relation to these Terms and Conditions or the School's conduct towards a Pupil (being the child of that Parent or any other Pupil in the School), then said grievance should first be raised with the Principal, who shall deal with the matter in a reasonable manner and with procedural fairness. The Principal shall, if necessary, meet with the Pupil in question and may nominate a person or persons to carry out an investigation into the matter and to report to the Principal as soon as reasonably practicable with their findings. In the event that the Principal fails to resolve the grievance, or any Parent is dissatisfied with the Principal's decision, the Parent (or Parents) may lodge a written grievance with the Board of Directors of the School. The Board of Directors shall consider the grievance as soon as practicable after receipt of the written grievance. The Board of Directors shall deal with the matter in a reasonable manner and with procedural fairness. The decision of the Board of Directors shall be final.

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Registered Charity number 20007980

Registered Company number 20117

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